

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CUSTOM METALCRAFTERS, INC.,

Plaintiff,

Docket Number: 03 CV 5719(JS)(WDW)

- against -

RICE ENGINEERING, INC.,

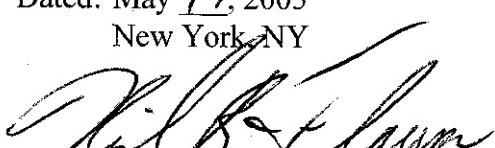
**Stipulation of Discontinuation
With Prejudice**

Defendant.

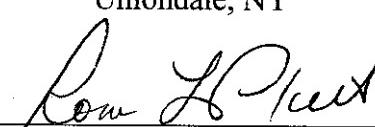
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IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, counsel of record for the parties to the above-captioned action, that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, the above-captioned action and all counterclaims be, and the same hereby are discontinued, with prejudice and without costs to either party as against the other. This stipulation may be filed without further notice with the Clerk of the Court.

Dated: May 17, 2005
New York, NY


NEIL R. FLAUM, P.C. (NRF-5028)
Attorney for Plaintiff
42 Broadway, Suite 1749
New York, NY 10004
(212) 509-7400

Dated: May 13, 2005
Uniondale, NY


CONGDON, FLAHERTY, O'CALLAGHAN,
REID, DONLON, TRAVIS & FISHLINGER
By: RONA L. PLATT (RLP-9877)
Attorney for Defendant
333 Earle Ovington Boulevard
Uniondale, NY 11553
(516) 542-5900

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CUSTOM METALCRAFTERS, INC.,

X

Plaintiff,

Docket Number: 03 CV 5719(JS)(WDW)

- against -

RICE ENGINEERING, INC.,

Stipulation of Settlement

Defendant.

X

WHEREAS, the plaintiff, CUSTOM METALCRAFTERS, INC. ("CMI"), commenced the instant action by Summons and Complaint dated November 13, 2003; and

WHEREAS, issue was joined by the defendant, RICE ENGINEERING, INC. ("RICE") on or about October 13, 2004, when RICE interposed its Second Amended Answer and Counterclaims with Jury Demand; and

WHEREAS, CMI replied to RICE's Counterclaims by Reply dated October 20, 2004; and

WHEREAS, the parties have engaged in extensive document discovery; and

WHEREAS, the parties have participated in mediation before Richard Eisenberg, Esq.; and

WHEREAS, the parties hereto mutually wish to resolve their differences; and

WHEREAS, by letter dated May 2, 2005, Mediator Eisenberg has reported to the Court that this matter has been resolved;

IT IS HEREBY STIPULATED AND AGREED by and between CMI and RICE, as follows:

1. RICE agrees to pay, and CMI agrees to accept, One Hundred Thousand Dollars and No Cents (\$100,000.00), payable contemporaneously with the execution of this Stipulation of Settlement, in full satisfaction of any and all claims asserted by CMI against RICE in its Complaint; and
2. CMI agrees to pay, and RICE agrees to accept, Thirty Thousand Dollars and No Cents (\$30,000.00), payable contemporaneously with the execution of this Stipulation of Settlement, in full satisfaction of any and all claims asserted by RICE against CMI in its Counterclaims;
3. CMI agrees to make such payment as set forth in Paragraph "2" by certified check or bank check; and
4. Contemporaneously with the execution of this Stipulation of Settlement, CMI shall execute the General Release annexed hereto as Exhibit "A"; and
5. Contemporaneously with the execution of this Stipulation of Settlement, RICE shall execute the General Release annexed hereto as Exhibit "B"; and
6. CMI and RICE hereby authorize their respective counsel to execute the Stipulation of Discontinuation contemporaneously with the execution of this Stipulation of Settlement; and
7. CMI and RICE, and their employees, servants and agents, shall keep confidential, and shall not disclose at any time, to any third party, any details of this litigation or any details of this settlement, except that CMI may disclose the amount of the settlement to the Port Authority; and
8. This Stipulation may be filed after execution by either party. Upon such filing, this matter, inclusive of CMI's claim and RICE's counterclaims, shall be marked

dismissed with prejudice; and

9. This Stipulation embodies the entire agreement and understanding by and between CMI and RICE and shall not be modified except by a writing signed by both parties.
10. This Stipulation may be executed in counterparts, each of which alone and together shall be deemed an original.

Dated: May _____, 2005

CUSTOM METALCRAFTERS, INC.

BY: STEPHEN ROSNER
President

Dated: May 16, 2005

RICE ENGINEERING, INC.



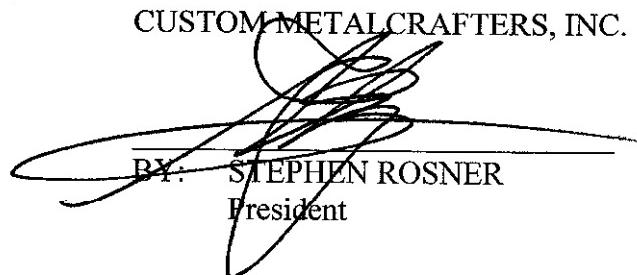
BY: DAVID RICE
President

dismissed with prejudice; and

9. This Stipulation embodies the entire agreement and understanding by and between CMI and RICE and shall not be modified except by a writing signed by both parties.
10. This Stipulation may be executed in counterparts, each of which alone and together shall be deemed an original.

Dated: May 17, 2005

CUSTOM METALCRAFTERS, INC.


BY: STEPHEN ROSNER
President

Dated: May _____, 2005

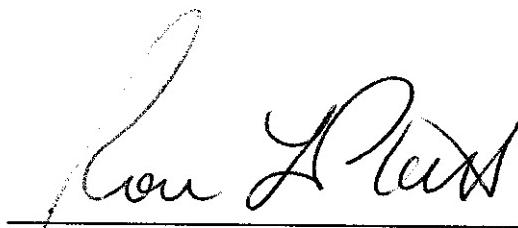
RICE ENGINEERING, INC.


BY: DAVID RICE
President

CERTIFICATE OF SERVICE

I hereby certify that on June 16, 2005 the foregoing document was filed with the Clerk of the Court and served in accordance with the Federal Rules of Civil Procedure, and/or the Southern District's Local Rules, and/or the Eastern District's Rules On Electronic Service upon the following parties and participants:

NEIL R. FLAUM, P.C.
ATTORNEY FOR PLAINTIFF
42 BROADWAY, SUITE 1749
NEW YORK, NEW YORK 10004



RONA L. PLATT (RLP-9877)
CONGDON, FLAHERTY, O'CALLAGHAN, REID,
DONLON, TRAVIS & FISHLINGER
Attorneys for Defendant
The Omni
333 Earle Ovington Blvd.
Uniondale, NY 11553

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AFFIDAVIT OF SERVICE

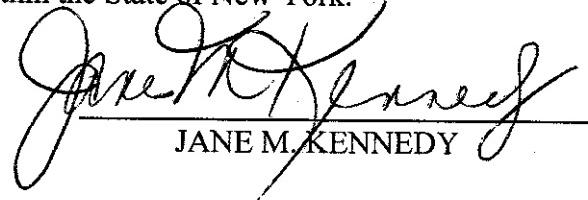
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

JANE M. KENNEDY, being duly sworn, deposes and says:

Your deponent is not a party to this action, is over 18 years of age and resides in No. Merrick, New York. On **June 16, 2005**, your deponent served the within STIPULATION OF DISCONTINUANCE WITH PREJUDICE AND STIPULATION OF SETTLEMENT, upon:

NEIL R. FLAUM, P.C.
ATTORNEY FOR PLAINTIFF
42 BROADWAY, SUITE 1749
NEW YORK, NEW YORK 10004

the address provided by said attorneys for that purpose by delivering a true copy of same enclosed in a post-paid properly addressed wrapper, in a post office official depository under the exclusive care and custody of the U.S. Postal Service within the State of New York.



JANE M. KENNEDY

Sworn to before me this
16 day of June, 2005



Notary Public

RONA L. PLATT
NOTARY PUBLIC, State of New York
No. 02PL5047010
Qualified in Nassau County
Commission Expires July 24, 2005